

## Wakehurst Learning Programme Terms and Conditions

### 1. General

1.1 These terms and conditions (the "**Terms**") apply to all bookings recorded on the Wakehurst booking system (the "Form") made between:

(1) the Board of Trustees of the Royal Botanic Gardens, Kew (hereafter referred to as "**Wakehurst**" as these terms relate to visits at the Wakehurst site); and

(2) the school/college/educational establishment/learning group as set out on the Form (the "**School**").

1.2 Wakehurst is committed to working with schools and teachers to ensure that each school visit to Kew at Wakehurst achieves its educational objectives and is conducted in a safe and professional manner.

1.3 Wakehurst shall:

- permit free entry for students in full-time education and groups with an Educational Group National Trust Card to Wakehurst for the purposes of the visit and made in advance; minimum 7 days' notice required (a "**Self-led Visit**")
- provide Education Sessions at Wakehurst for a charge; see website for full details of all charges (an "**Assisted Visit**")
- provide School groups on an Assisted Visit at Wakehurst with a room or area outside for them to eat their lunch

### 2. Education Sessions

2.1 Education Sessions (as described in our marketing material or on our website) are available at the following charges (the "**Education Session Fees**"):

Education Session Fees for Early Years Foundation Stage

- Half day visit (20-30 students per group) £150

Education Session Fees for Primary

- Half day visit (30 students per group) £150
- Full day visit (30 students per group) £200

Education Session Fees for Secondary

- Half day visit (20-30 students per group) £150
- Full day visit (20-30 students per group) £200

If there are significantly more than 30 students in a group and/or a school would like to book an Education Session for two teachers and their students attending, Wakehurst will charge the equivalent fee for two groups attending.

Bespoke, Continuing Professional Development and teacher training sessions are costed on an individual basis, as specified in the invoice and agreed between both parties.

### 3. Booking

3.1 The School should contact Wakehurst Education Programme directly via telephone (01444 894055), email ([wakehurstschools@kew.org](mailto:wakehurstschools@kew.org)) or via the online enquiry form.

3.2 Subject to availability, if Wakehurst accepts a booking for a School group to visit on the date(s) and time(s) requested (the "**Visit Date**"), Wakehurst will send a booking confirmation letter and pro-forma invoice.

3.3 Once Wakehurst has sent the booking confirmation letter ("**Confirmed Booking**") and pro-forma invoice the School shall pay the fee before or on the day of the visit.

## 4. Alteration and Cancellation of Bookings

- 4.1 To request amendments to bookings, the school must contact Wakehurst in writing via email on [wakehurstschools@kew.org](mailto:wakehurstschools@kew.org) or by telephoning 01444894055 and confirming in writing by email thereafter.
- 4.2 In the event the School wishes to make an **alteration** to a Confirmed Booking, either to change the Visit Date, or to alter the content or number of Education Sessions, the following terms apply:
- 4.2.1 Where the School notifies Wakehurst of its desire to make alterations to its Confirmed Booking more than 28 clear calendar days before the Visit Date, Wakehurst will endeavour to alter the Education Sessions as requested or reschedule the Visit Date for a different date at its discretion and subject to availability without forfeiture of the Fee paid. If no alternative Visit Date is available or Wakehurst is unable to offer the altered Education Sessions respectively, Wakehurst will reimburse any Education Session Fees paid.
- 4.2.2 Where the School attempts to alter its Confirmed Booking 28 clear calendar days or less before the Visit Date, Wakehurst will use reasonable endeavours to make the alterations requested by the School. If Wakehurst is unable to confirm an alternative Visit Date or changes to the Education Sessions then the full invoice will remain payable by the school by the original Visit Date. In exceptional circumstances, where there are mandatory reasons affecting or preventing the visit, Wakehurst may, at its sole discretion, offer a full or partial refund.
- 4.3 In the event the School wishes to **cancel** a Confirmed Booking, the following terms apply:
- 4.3.1 Where the School cancels its Confirmed Booking more than 28 clear calendar days before the Visit Date, Wakehurst will reimburse any Education Session Fees paid.
- 4.3.2 Where the School cancels its Confirmed Booking 28 clear calendar days or less before the Visit Date (or fails to arrive at Wakehurst on the Visit Date), the full invoice will remain payable by the school by the original Visit Date. In exceptional circumstances, where there are mandatory reasons affecting or preventing the visit, Wakehurst may, at its sole discretion, offer a full or partial refund.
- 4.4 Wakehurst will endeavour to provide the programme booked with the School within the agreed arrival/departure times for the visit, however Wakehurst reserves the right to offer an alternative programme (at its sole discretion) where it considers this necessary e.g. where a school group arrives later (or needs to depart earlier) than the times set out in the Confirmed Booking.
- 4.5 Wakehurst reserves the right to postpone or cancel a School's visit should it (at its sole discretion) consider it necessary to do so. Wakehurst shall give the School advance notice of a postponement or cancellation and shall use reasonable endeavours to rearrange the visit to an alternative date suitable for the School. In the event of such cancellation, except where this has been caused by circumstances beyond Wakehurst's control, Wakehurst shall refund the Fees paid but shall not be liable for any other costs incurred by the School in connection with the booking or the visit.

## 5. Supervision

- 5.1 The School shall designate a teacher or other qualified adult as the teacher in charge of the booking (the "**School Contact**") and of the group on the Visit Date (the "**Lead Teacher**") and shall notify Wakehurst of the name of that person at the time of requesting a booking.
- 5.2 Should it be necessary to change the "**School Contact**" or "**Lead Teacher**" the School shall inform Wakehurst at the earliest opportunity via email on [wakehurstschools@kew.org](mailto:wakehurstschools@kew.org) or by telephoning 01444894055

5.3 The School shall ensure that a sufficient number of adults (the "**Supervising Adults**") accompany and supervise students at all times whilst on Wakehurst's premises in order to maintain the adult-to-student ratio indicated on our website. [Prices, planning and practical information | Kew](#)

In the event that there is an insufficient number of Supervising Adults, Wakehurst reserves the right to cancel or pause an Education Session.

- The School shall ensure that all Supervising Adults are familiar with the programme for the day and aware of relevant risk assessments.
- Students and Supervising Adults remain the sole responsibility of the Lead Teacher and the School at all times during the visit.
- Supervising Adults are admitted free of charge.

## 6. School's Obligations

6.1 The School shall ensure that the Lead Teacher, Supervising Adults and students are aware of and comply with these Terms and Conditions and the "Statutory Regulations (to be observed by persons using the Gardens at Wakehurst)" (the "Garden Regulations") available from Wakehurst and the Wakehurst 'Dos and Don'ts' which can be accessed here: <https://www.kew.org/wakehurst/visit-wakehurst/dos-and-donts>.

6.2 The School shall ensure (and shall be responsible to Wakehurst for any failure to ensure) that:

- the Lead Teacher is responsible for and able to administer medication and first aid required by any member of the School group;
- the Lead Teacher and Supervising Adults are aware that
  - the Gardens will also be used by members of the public during the School's visit and due consideration should be given to them at all times;
  - the site contains areas of deep water; and
  - CCTV is in use at all times, recorded and monitored by Wakehurst;
- the Lead Teacher and Supervising Adults ensure appropriate behaviour by students at all times and make reasonable and careful use of the Gardens, whilst managing risks identified in relevant risk assessments;
- the Lead Teacher, Supervising Adults and students obey instruction signage and follow any specific instructions given by Wakehurst staff, particularly with regards to issues of safety, access and behaviour.

6.3 The School shall remain responsible for any acts or omissions of the Lead Teacher, Supervising Adults and students whilst at Wakehurst including, but not limited to, damage to Wakehurst's property.

6.4 In the event that any member of the School group breaches any of the Terms and Conditions, Wakehurst shall be entitled at its sole discretion to refuse the School group access to Wakehurst or to require the School group to vacate the Gardens or part thereof.

6.5 The School is responsible for the safeguarding of its pupils when visiting the Gardens and for carrying out a safeguarding risk assessment prior to the Visit Date.

6.6 It is the responsibility of the School to carry out a health and safety risk assessment for its own students in advance of the Visit Date. Wakehurst has produced risk assessments for all educational activities to assist schools in preparing their risk assessment document and these are emailed to the Lead Teacher by the lead Wakehurst teacher.

6.7 Wakehurst recommends that the Lead Teacher attends a planning visit at Wakehurst before the Visit Date. Free entry is provided for teachers who are attending planning meetings.

6.8 Wakehurst accepts no responsibility for the safekeeping of any items brought into the Gardens. It is the School's responsibility to ensure that all students, teachers and Supervising Adults collect all personal possessions at the end of the visit.

6.9 There is a strict no smoking or vaping policy in all buildings in the Gardens.

## 7. Limitation of Liability

7.1 Wakehurst's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of its obligations governed by these Terms and Conditions shall be limited to the Fees paid to Wakehurst by the School for the booking in question.

7.2 Nothing in these Terms and Conditions shall exclude Wakehurst's liability:

- for death or personal injury caused by Wakehurst's negligence; or
- for any breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
- for fraud or fraudulent misrepresentation; or
- for any matter which it would be illegal for Wakehurst to exclude or attempt to exclude its liability or which would otherwise be unenforceable.

7.3 Wakehurst shall under no circumstances be liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any indirect, special or consequential loss (including loss of anticipated profit or third party claims) howsoever arising either from breach or non-performance of any of its obligations in relation to these Terms and Conditions, even if Wakehurst has been advised of the possibility of such potential loss.

## 8. Data Protection

We (including our wholly owned trading subsidiary RBG Kew Enterprises Limited) will use your information as the primary contact point for your School for the purposes of administering and keeping you informed about your School's booking, dealing with queries and providing other information that may be relevant or of interest to your School. This will include informing you about any events or features available in the Gardens during your visit, occasionally sending you details of new educational initiatives and challenges being run at Kew and Wakehurst and on our Endeavour learning platform, and prize draws and competitions for schools. If you do not wish to receive these communications from us in future, please contact [wakehurstschools@kew.org](mailto:wakehurstschools@kew.org). For information about how we use personal data, our privacy policy can be found here: <https://www.kew.org/about-our-organisation/our-policies/privacy-policy>.

## 9. Miscellaneous

9.1 These Terms and Conditions incorporate the Garden Regulations. In case of any discrepancies between the provisions of the Terms and Conditions and the Garden Regulations, the Garden Regulations shall prevail.

9.2 Wakehurst is not liable for any breaches or delays in the performance of its obligations under these terms and conditions arising from any event outside its control, including (but not limited to) fire, flood, storm, strike, lock out, electrical failure, Act of God, explosion, war, terrorist activity or acts of governmental or parliamentary authority. For the avoidance of doubt, in the event of such circumstances arising Wakehurst will not be liable to refund any amount paid by the School.

PLEASE NOTE: In exceptional circumstances, Wakehurst may close the whole or part of the Gardens to the public where there is, or there is a reasonable expectation of, a serious issue including adverse weather, an outbreak of pests or disease but also in the event of the death of the UK monarch and/or their spouse, on the day the death is publicly announced, the following day and the day of the funeral. Such closures shall be treated as force majeure and Wakehurst shall therefore not be liable for any costs or losses arising. Where Wakehurst makes such a decision it shall provide the School with as much notice as reasonably

practicable and will keep the School advised of the situation. In such circumstances, Wakehurst shall have the right, without limiting its other rights or remedies, to postpone the visit date and shall liaise with the School to rearrange the Visit Date at a date convenient to both parties, or if it is not possible to rearrange, to provide a refund of the Booking Fee to the School.

9.3 These Terms and Conditions shall not be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to them.

9.4 These Terms and Conditions shall be construed solely in accordance with English law. Any disputes arising from these Conditions shall be subject to the exclusive jurisdiction of the English Courts.